

EXHIBIT "1"

**AGREEMENT
BETWEEN
CITY OF MURFREESBORO
AND
RUTHERFORD COUNTY
FOR
30 YARD OPEN-TOP CONTAINER FOR SCRAP METAL COLLECTION**

Rutherford County, Tennessee, by and through the Rutherford County Solid Waste Department ("County") and the City of Murfreesboro, by and through the Murfreesboro Solid Waste Department ("City") have agreed to cooperate in the placement of a thirty (30) yard open-top container at the City's 648 West Main Street Convenience Center.

The County and City hereby agree as follows:

1. This Agreement is made pursuant to the powers vested in the City and the County.
2. This Agreement shall remain in effect until terminated by either party. Either party may withdraw from the Agreement at any time for any reason upon thirty (30) days written notice to the other party.
3. The purpose of the Agreement is to provide the citizens of the City and County a location for the disposal of scrap metal.
4. The County through the Rutherford County Solid Waste Department shall provide one (1) thirty (30) yard open-top container in good working condition for scrap metal disposal at the City's 648 West Main Street Convenience Center.
5. The County shall be responsible for hauling and disposing of any scrap metal collected in said container.
6. The County shall cooperate with City directives in the installation of the container and the collection of deposited materials.
7. The County shall assume ownership of all materials placed in the open-top container.
8. The County shall retain all monies collected from sale of such scrap metal.
9. The City shall provide the signage to direct that only the correct materials are placed in the recycling scrap metal box.
10. The City shall assume no liability for any materials placed in the scrap metal container.
11. Nothing in the performance of this Agreement shall impose any liability for claims against the City or County other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

12. No party to this Agreement shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Nothing in this Agreement shall be construed as creating an obligation to indemnify any party against that party's own negligence.

IN WITNESS WHEREOF, the parties have executed this Agreement.

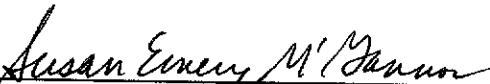
CITY OF MURFREESBORO

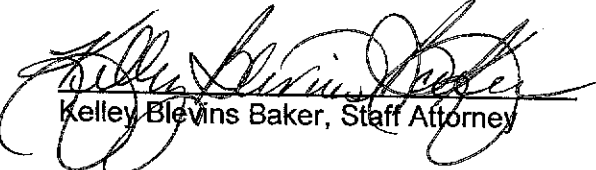
RUTHERFORD COUNTY


Shane McFarland, Mayor

Ernest Burgess, Mayor

APPROVED AS TO FORM:


Susan Emery McGannon, City Attorney


Kelley Blevins Baker, Staff Attorney